

Los Angeles County **Board of Supervisors**

Mark Ridley-Thomas

Gloria Molina First District

Zev Yaroslavsky Third District

Don Knabe Fourth District

Second District

Michael D. Antonovich

Fifth District

December 01, 2009

The Honorable Board of Supervisors County of Los Angeles 383 Kenneth Hahn Hall of Administration 500 West Temple Street Los Angeles, California 90012

John F. Schunhoff, Ph.D. Interim Director

Robert G. Splawn, M.D. Interim Chief Medical Officer

313 N. Figueroa Street, Suite 912 Los Angeles, CA 90012

> Tel: (213) 240-8101 Fax: (213) 481-0503

www.dhs.lacounty.gov

To improve health

through leadership.

service and education.

Dear Supervisors:

AMENDMENTS TO PROPOSITION A DIETARY SERVICES AND NON-PROPOSITION A CONCESSION CAFETERIA SERVICES AGREEMENTS (ALL DISTRICTS) (4 VOTES)

ADOPTED

BOARD OF SUPERVISORS COUNTY OF LOS ANGELES

> SACHI A. HAMAI **EXECUTIVE OFFICER**

DECEMBER 1, 2009

25

SUBJECT

Request approval to extend the term of the Proposition A (Prop A) dietary services and non-Prop A concession cafeteria services Agreements at various Department of Health Services (DHS) facilities.



www.dhs.lacounty.gov

The Honorable Board of Supervisors 12/1/2009 Page 2

IT IS RECOMMENDED THAT YOUR BOARD:

- 1. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 12 to Agreement No. 70295 with Morrison Management Specialists, Inc., dba Morrison Health Care, Inc. (Morrison) to extend the term of the Agreement, effective January 1, 2010 through March 31, 2010, for the continued provision of dietary services at Harbor-UCLA Medical Center (Harbor) for an estimated cost of \$1,281,689.
- 2. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 3 to Agreement No. 74158 with Morrison to extend the term of the Agreement, effective January 1, 2010 through March 31, 2010, for the continued provision of dietary and concession cafeteria services at LAC+USC Medical Center (LAC+USC), for a cost of \$2,583,273.
- 3. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 12 to Agreement No. 70294 with Morrison to extend the term of the Agreement, effective January 1, 2010 through March 31, 2010, for the continued provision of dietary services at Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC), and Hubert H. Humphrey Comprehensive Health Center (Humphrey) for an estimated cost of \$351,332.
- 4. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 13 to Agreement No. 70694 with Morrison to extend the term of the Agreement, effective January 1, 2010 through March 31, 2010, for the continued provision of dietary and concession cafeteria services at Olive View-UCLA Medical Center (Olive View) for an estimated cost of \$1,022,621.
- 5. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 13 to Agreement No. 68444 with Sodexho, LLC (Sodexho) to extend the term of the Agreement, effective January 1, 2010 through March 31, 2010, for the continued provision of dietary and concession cafeteria services at Rancho Los Amigos National Rehabilitation Center (Rancho), for an estimated cost of \$1,068,434.
- 6. Authorize the Interim Director of Health Services, or his designee, to execute the attached non-Prop A Amendment No. 13 to Agreement No. H-211094 with Morrison to extend the term of the Agreement, effective January 1, 2010 through March 31, 2010, for the continued provision of public cafeteria services at Harbor, with estimated revenue of \$19,500.
- 7. Approve and instruct the Chairman to sign the attached Prop A Amendment No. 7 to Agreement No. 73378 with Morrison to extend the term of the Agreement, effective January 1, 2010 through June 30, 2010, for the continued provision of dietary (clinical nutrition) and public cafeteria services at High Desert Health System (High Desert), for an estimated cost of \$75,854.

The Honorable Board of Supervisors 12/1/2009 Page 3

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

Dietary and concession cafeteria services at Department of Health Services (DHS) facilities are provided pursuant to seven separate agreements which currently expire on December 31, 2009. Approval of the first six recommendations will ensure the agreements for services at Harbor, LAC+USC, Olive View, and Rancho, and dietary services only at MLK-MACC are extended through March 31, 2010 to allow time to complete the Request for Proposals (RFP) process.

When the RFP was released on June 5, 2009, it was anticipated that successor Agreements would be approved by your Board prior to December 31, 2009. As indicated in my memo to your Board dated August 19, 2009, due to the volume and complexity of the questions received from potential proposers, DHS issued addendums to the RFP and extended the proposal due date from July 10, 2009 to August 7, 2009. These proposals were received and are in the final stage of the evaluation process. The recommended extensions will enable DHS to complete the evaluations, debrief proposers, negotiate the agreements, obtain Auditor-Controller approval of the required Prop A cost analysis, and return to your Board with recommendations for successor agreements by March 31, 2010.

Approval of Recommendation 7 will allow for the continued provision of dietary and public cafeteria services at High Desert. Since High Desert's conversion to a MACC, the Prop A component of dietary services is strictly for clinical nutrition services for patients. A half-time clinical nutritionist provides nutritional assessments, counseling and nutritional education services for patients and families within the health care system. The facility's clinical nutrition services were combined in the RFP with services for Olive View for the succeeding Olive View contract. A Request for Statement of Interest (RFSI) solely for High Desert's public cafeteria services was issued separately on October 9, 2009. RFSI responses are due November 6, 2009. The recommended extension will enable DHS to complete the RFSI process and return to your Board with recommendation for a successor agreement.

Implementation of Strategic Plan Goals

The recommended actions support Goal 4, Health and Mental Health, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The estimated cost for each facility during the recommended extension period is as follows: \$1,281,689 for Harbor, \$2,583,273 for LAC+USC, \$351,332 for MLK-MACC and Humphrey, \$1,022,621 for Olive View, \$1,068,434 for Rancho, \$75,854 for High Desert, for a total of \$6,383,203. Estimated revenue at Harbor for the cafeteria services is \$19,500 for the three-month extension period. Funding is included in DHS Fiscal Year 2009-10 Final Budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

Harbor and MLK-MACC

On September 3, 1996, your Board approved Agreements with Morrison to provide dietary services at Harbor and MLK/Drew Medical Center effective September 1, 1996 through February 29, 2004. Subsequently, your Board approved additional Amendments to extend the term through December 31, 2009. MLK-MACC's dietary services currently include services to the patients of the Augustus Hawkins facility, residents and volunteers. Under the current Agreement, a part-time Registered

The Honorable Board of Supervisors 12/1/2009

Page 4

Dietician was also added to Humphrey to accommodate patients who previously went to MLK for nutrition classes for diabetes and HIV. The MLK-MACC's concession services are currently provided under a separate Chief Executive Office (CEO) agreement. Under the RFP, both the dietary and the concession services were solicited and will be included in a single successor agreement.

LAC+USC

Since 1995, DHS has contracted with Morrison for the provision of dietary services at LAC+USC. As a result of an RFP released in June 2001, Morrison was the selected contractor to provide services under a new Agreement effective October 1, 2002 through September 30, 2007, with authority to extend for up to six months through March 31, 2008. On March 25, 2008, your Board approved an Amendment that incorporated the concession services previously provided under a CEO contract and extended the Agreement, effective April 1, 2008 through September 30, 2009. On June 9, 2009, your Board approved an Amendment to extend the term through December 31, 2009.

Olive View

On May 13, 1997, your Board approved an Agreement with Morrison to provide dietary and concession cafeteria services at Olive View, effective June 1, 1997 through November 30, 2002. Subsequently, on June 9, 2009, your Board approved additional Amendments to extend the term through December 31, 2009.

Rancho

On July 18, 1995, your Board approved an Agreement with Sodexho to provide dietary and concession cafeteria services at Rancho, effective August 1, 1995 through January 31, 2003. Subsequently, on June 9, 2009, your Board approved additional Amendments to extend the term through December 31, 2009.

Harbor - Concession Cafeteria Services

On May 9, 2000, your Board approved a revenue concession Agreement with Morrison for the provision of concession cafeteria services at Harbor through February 29, 2004. Subsequently, on June 9, 2009, your Board approved additional Amendments to extend the term through December 31, 2009. Under the RFP, these services are combined with the dietary services so that there will be a single successor agreement.

High Desert

On August 27, 1997, your Board approved an Agreement with Morrison for the provision of dietary services at High Desert through August 12, 2002. On April 2, 2000, Morrison terminated the Agreement effective August 12, 2000. High Desert entered into a Purchase Order Agreement with Morrison until a provider could be selected through a competitive bid process. On May 29, 2001, your Board approved an Agreement with Morrison for the continued provision of dietary services at High Desert through June 30, 2006. Subsequent amendments were approved that extended the Agreement through June 30, 2009. On June 9, 2009, amendments that extended the services through December 31, 2009 were approved.

All Amendments

The Honorable Board of Supervisors 12/1/2009
Page 5

All the dietary and concession cafeteria contracts have the current Living Wage language and the contractors are in compliance with the Living Wage Program.

On October 19, 2009, the Treasurer and Tax Collector notified departments that your Board adopted a new Defaulted Property Tax Reduction Program Ordinance, effective August 20, 2009, and issued the Implementation Instructions with an effective date of October 20, 2009. The new language was not included in the Amendments because the Department is wrapping up a RFP process and requesting a three-month extension to complete the RFP. The Department will notify all proposers of this new ordinance, and add to the new contract(s).

County Counsel has reviewed and approved Exhibits I, II, III, IV, V, VI and VII as to use and form.

CONTRACTING PROCESS

Not applicable.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Board approval will allow for the continued provision of dietary and concession cafeteria services at Harbor, LAC+USC, MLK-MACC, Olive View, Rancho, and High Desert.

Respectfully submitted,

JOHN F. SCHUNHOFF, Ph.D. Interim Director

JFS:jc

Enclosures

c: Chief Executive Officer
Acting County Counsel
Executive Officer, Board of Supervisors

DIETARY SERVICES AGREEMENT HARBOR-UCLA MEDICAL CENTER

AMENDMENT NO. 12

| | THIS AMENDMENT | is made and ent | ered into to this 1st | _ day |
|----|----------------|-----------------|---|-------|
| of | December | , 2010,09 | | |
| | by and between | the | COUNTY OF LOS ANGELES (hereafter "County"), | |
| | and | | MORRISON MANAGEMENT SPECIALISTS INC., dba MORRISON HEALTH CARE, (hereafter "Contractor | |

WHEREAS, reference is made to that certain document entitled "DIETARY SERVICES AGREEMENT", dated September 3, 1996, and further identified as County Agreement No. 70295, and extension letter dated August 20, 2003, and any Amendments thereto (all hereafter referred to as "Agreement"); and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties agree as follows:

- This Amendment shall become effective January 1, 2010.
- 2. Subparagraph A of Agreement Paragraph 1, <u>TERM</u>, shall be replaced to read as follows:

"1. TERM:

- A. The term of this Agreement shall commence on September 3, 1996, and shall continue in full force and effect to and including March 31, 2010, unless sooner canceled or terminated as provided herein."
- 3. Schedule 12 shall be replaced by Schedule 13, attached to this Amendment and incorporated in Agreement by reference.
- 4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF OS ANGELES

By:

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles MORRISON MANAGEMENT SPECIALISTS, INC., dba MORRISON HEALTH CARE, INC. Contractor

By:

Title:

By: Jachelle Smitherman Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: 8hom and cham
County Counsel

ADOPTED
BOARD OF SUPERVISORS

25

DEC 1 2009

SACHI A. HAMAI EXECUTIVE OFFICER I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHIA: NAMAN Executive Officer

Clark of the Board of Supervisors

Deputy

HARBOR-UCLA MEDICAL CENTER

MORRISON MANAGEMENT SPECIALISTS, INC. DBA MORRISON HEALTH CARE, INC. DIETARY CONTRACT

CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE January 1, 2010 to March 31, 2010 THREE-MONTH BUDGET

To deliver 47,001 - 52,000 meals per month

| Labor Costs: Management and Clinical Labor Labor Costs: Hourly staff | \$333,819 \$440,000 |
|---|------------------------|
| Food Costs | \$242,499 |
| Materials, services and supplies | \$75,690 |
| Equipment Costs | \$5,495 |
| Utilities | \$250 |
| Management Fee and Administrative Costs | \$99,012 |
| Sales Tax Liability | \$43,610 |
| A. Contractor's Three-Month Budget | \$1,240,373 |
| B. Special Function Meals | \$16,250 |
| C. Incidental Supplies | \$3,900 |
| D. Linen | \$3,166 |
| E. Tube Feedings | \$18,000 |
| F. Contractors Total Three-Month Budget | \$1,281,689 |
| Basic Monthly Charge | \$413,458 |
| Incremental meal credits for meals provided below 47,001 Incremental meal fee for meals provided above 52,001 | (\$1.97) \$1.97 |

DIETARY SERVICES AGREEMENT LAC+USC MEDICAL CENTER

AMENDMENT NO. 3

| | THIS AMENDMENT is made and en | tered into this 1st day |
|------|-------------------------------|--|
| of . | December , 2010, | 09 |
| | by and between the | COUNTY OF LOS ANGELES (hereafter "County") |
| | and | MORRISON MANAGEMENT SPECIALISTS INC., dba MORRISON HEALTH CARE, INC. (hereafter "Contractor"). |

WHEREAS, reference is made to that certain document entitled "DIETARY SERVICES AGREEMENT", dated September 17, 2002, and further identified as County Agreement No. 74158, (hereafter referred to as "Agreement"); and

WHEREAS, County requires dietary services to be provided at LAC+USC Medical Center; and

WHEREAS, Contractor is hereby authorized to sell food, beverages and sundry items within the confines of the LAC+USC Medical Center; and

WHEREAS, a concession for the sale of food and beverage is consistent with said purposes; and

WHEREAS, the Board of Supervisors is authorized by the provisions of Government Code 25536 to grant concessions therein that are consistent with the government purposes served thereby; and

WHEREAS, it is the intent of the parties to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. This Amendment shall become effective January 1, 2010.
- 2. Subparagraph 1.1 of Paragraph 1.0, <u>TERM</u>, of the Agreement shall be replaced as follows:
 - "1.1. This Agreement shall become effective on
 October 1, 2002 and shall continue in full force and effect
 to and including March 31, 2010, unless sooner canceled or
 terminated as provided herein."
- 3. Monthly payment shall remain the same as referenced in Amendment No. 2, Schedule 3.
- 4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES,

By:

Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles MORRISON MANAGEMENT SPECIALISTS, INC., dba MORRISON HEALTH CARE, INC. Contractor

By:

Title:

By: Jachelle Smitherman
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: Sham a hackman

ADOPTED BOARD OF SUPERVISORS

25

DEC 1 2009

SACHI A. HAMAI EXECUTIVE OFFICER I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHLA, HAMAI Executive Officer

Clerk of the Board of Supervisors

Deputy

DIETARY SERVICES AGREEMENT MARTIN LUTHER KING, JR. MULTI-SERVICES AMBULATORY CARE CENTER

AMENDMENT NO. 12

| | THIS AMENDMENT | is made and | d entered | into to | this _ | 1st | day |
|----|----------------|----------------------|-----------|--|-------------------|-----------------|-----|
| of | December | , 20 10 , | 09 | | | | |
| | by and between | the | | UNTY OF ereafter | | | |
| | and | | SP MO | RRISON M ECIALIST RRISON H ereafter | S INC. EALTH (| ,dba CARE, I | |

WHEREAS, reference is made to that certain document entitled "DIETARY SERVICES AGREEMENT", dated September 3, 1996, and further identified as County Agreement No. 70294, and extension letter dated August 20, 2003, and any Amendments thereto (all hereafter referred to as Agreement"); and

WHEREAS, the services included hereunder provide for a part-time registered dietician at Hubert H. Humphrey

Comprehensive Health Center; and

WHEREAS, it is the intent of the parties hereto to amend

Agreement to extend its term and to make the changes described

hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. This Amendment shall become effective January 1, 2010.
- 2. Subparagraph A of Agreement Paragraph 1, <u>TERM</u>, shall be replaced to read as follows:

"1. TERM:

- A. The term of this Agreement shall commence on September 3, 1996, and shall continue in full force and effect to and including March 31, 2010, unless sooner canceled or terminated as provided herein."
- 3. Schedule 12 shall be replaced by Schedule 13, attached to this Amendment and incorporated in Agreement by reference.
- 4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

70294 Supplement No.

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF TOS ANGELES

By: Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles MORRISON MANAGEMENT SPECIALISTS, INC., dba MORRISON HEALTH CARE, INC.

Contractor

By: _ Tak

Title:

By La Chelle Smitherman
Deputy

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL:

By: Show A North County Counsel



I hereby certify that pursuant to Section 25103 of the Government Code, defivery of this document has been made.

SACHLA, HAMAI Executive Officer

Clerk of the Board of Supervisors

Deputy Deputy

ADOPTED BOARD OF SUPERVISORS

25

DEC 1 2009

SACHI A. HAMAI EXECUTIVE OFFICER Martin Luther King, Jr. Multi-Service Ambulatory Care Center (MLK-MACC)

MORRISON MANAGEMENT SPECIALISTS, INC. DBA MORRISON HEALTH CARE, INC. DIETARY CONTRACT

CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE January 1, 2010 to March 31, 2010 THREE-MONTH BUDGET

MLK-MACC

To Deliver 4,000-5,000 meals per month

| Labor Costs | \$239,082 |
|---|--------------------|
| Food Costs | \$38,661 |
| Materials; services and supplies | \$26,272 |
| Equipment purchase/lease & service contracts | \$1,313 |
| Utilities | \$250 |
| Management Fee & Administrative Costs | \$25,170 |
| Sales Tax Liability | \$1,274 |
| A. Contractor's Three-Month Budget Schedule | \$332,021 |
| B. Special Function Meals | \$4,800 |
| C. Incidental Supplies | \$2,208 |
| D. Hubert H. Humphrey Comprehensive Health Center Registered Dietician for medical nutrition classes for groups & individuals (Hourly rate not to exceed \$42.37 per hour) (No more than 28 hours per week) Food models and educational materials (No more than \$750) | \$12,303 |
| E. Contractor's Total Three-Month Budget Schedule | \$351,332 |
| Basic Monthly Charge | \$110,674 |
| Incremental Meal Credit for monthly meals below 4,000 Incremental Meal Fee for monthly meals above 5,000 | (\$2.17) \$2.17 |

AGREEMENT FOR DIETARY SERVICES AT OLIVE VIEW-UCLA MEDICAL CENTER

AMENDMENT NO. 13

| | THIS AMENDMENT is made and ent | ered into to this <u>1st</u> day |
|----|--------------------------------|---|
| of | December, 2010, 09 | |
| | by and between the | COUNTY OF LOS ANGELES (hereafter "County"), |
| | and | MORRISON MANAGEMENT SPECIALISTS INC., dba MORRISON HEALTH CARE, INC. (hereafter "Contractor"). |

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR DIETARY SERVICES AT OLIVE VIEW-UCLA MEDICAL CENTER", dated May 13, 1997, and further identified as County Agreement No. 70694, and extension letter dated February 21, 2002, and any Amendments thereto (all hereafter referred to as Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend

Agreement to extend its term and to make the changes described

hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

1. This Amendment shall become effective January 1, 2010.

2. Subparagraph A of Agreement Paragraph 1, <u>TERM</u>, shall be replaced to read as follows:

"1. <u>TERM</u>:

- A. The term of this Agreement shall commence on September 3, 1996, and shall continue in full force and effect to and including March 31, 2010, unless sooner canceled or terminated as provided herein."
- 3. Exhibit B-11 shall be replaced by Exhibit B-12, attached to this Amendment and incorporated in Agreement by reference.
- 4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/
/

/

/

70694 September 12

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF IOS ANGELES

By:
Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles MORRISON MANAGEMENT SPECIALISTS, INC., dba MORRISON HEALTH CARE, INC. Contractor

By:

Title:

By: La Chelle Smitherman Deputy

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL:

By: Shan a he chmn
County Counsel

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHIA HAMAI

Executive Officer

Clerk of the Board of Supervisors

Lachelle Smitherman

ADOPTED BOARD OF SUPERVISORS

25

DEC 1 2009

SACHI A. HAMAI EXECUTIVE OFFICER

OLIVE VIEW-UCLA MEDICAL CENTER

MORRISON HEALTH CARE, INC. DIETARY CONTRACT

CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE January 1, 2010 to March 31, 2010 THREE-MONTH BUDGET

To Deliver 24,000 - 30,000 Meals Per Month

| 10 2 011 01 2 1,000 00,000 110 110 110 110 110 110 11 | |
|---|------------------------|
| Labor Costs: Mgmt and Clinical Staff Labor Labor Costs: Hourly staff | \$175,256 \$437,600 |
| Raw Food Costs | \$259,426 |
| Materials, Services and Supplies | \$58,893 |
| Total Equipment Cost | \$3,318 |
| Utilities | \$260 |
| Maintenance | \$3,092 |
| G&A and Management Fee | \$65,497 |
| Sales Tax Liability: 9.75% | \$9,279 |
| A. Contractor's Three-Month Budget Schedule | \$1,012,621 |
| B. Special Function Meals | \$6,250 |
| C. Incidental Food and Supplies | \$2,000 |
| D. Patient Tube Feeding Products | \$1,750 |
| E. Contractor's Total Contract Three-Month Budget | \$1,022,621 |
| Basic Monthly Charge | \$337,540 |
| Incremental meal credits for meals provided below 24,000 | (\$1.85) |
| Incremental meal fee for meals provided above 30,000 | \$1.85 |

AGREEMENT FOR DIETARY SERVICES AT RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

AMENDMENT NO. 13

| | THIS AMENDMENT is ma | ade and entered | into to t | his 1st | day |
|----|----------------------|-----------------|-----------|--------------------------|-----|
| of | December | 2010,09 | | | |
| | by and between the | | | OS ANGELES "County"), | |
| | and | | | RATIONS, LLC | |

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR DIETARY SERVICES AT RANCHO LOS AMIGOS MEDICAL CENTER", dated July 18, 1995, and further identified as County Agreement No. 68444, extension letter dated February 21, 2002, and any Amendments thereto (all hereafter referred to as Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend

Agreement to extend its term and to make the changes described

hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. This Amendment shall become effective January 1, 2010.
- 2. Subparagraph A of Agreement Paragraph 1, <u>TERM</u>, shall be replaced to read as follows:

- "A. The term of this Agreement shall commence on July 18, 1995, and shall continue in full force and effect to and including March 31, 2010, unless sooner canceled or terminated as provided herein."
- 3. Schedule 12 shall be replaced by Schedule 13, attached to this Amendment and incorporated in Agreement by reference.
- 4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

/

/

/

/

/

/

/

/

/

/

/

/

/

/

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

OF LOS ANGELOS ANGELOS

ATTEST:

SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles By: Chairman, Board of Supervisors

SODEXHO OPERATIONS, LLC

Contractor

By:

Title: EXECUTIVE VICE PRESIDENT

By: JaChelle Smitherman Deputy

I hereby certify that pursuant to Section 25103 of the Government Code, delivery of this occurred has been made.

SACHIA CONCAC Executive concac

Clark of the Board of Supervisors

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL:

y: Sham a

County Counsel

SpaChille Control of the Control of



25

DEC 1 2009

SACHI A. HAMAI
EXECUTIVE OFFICER

RANCHO LOS AMIGOS NATIONAL REHABILITATION CENTER

SODEXO OPERATIONS, LLC DIETARY CONTRACT

CONTRACTOR'S BUDGET AND COUNTY'S CHARGE SCHEDULE January 1, 2010 to March 31, 2010 THREE-MONTH BUDGET

To deliver 38,001 - 44,000 meals per month

| Labor Costs | \$568,587 |
|---|-------------|
| Raw Food Costs | \$314,940 |
| Materials, services and supplies | \$57,118 |
| Equipment, Maintenance and Repair Costs | \$4,776 |
| Other Expenses | \$65,810 |
| Sales Tax Liability | \$1,752 |
| A. Contractor's Three-Month Budget | \$1,012,982 |
| BASIC MONTHLY CHARGE | \$337,661 |
| B. Special Function Meals | \$23,616 |
| Incidental Supplies | \$4,386 |
| Tube Feedings | \$27,450 |
| Contractors Total Three-Month Budget | \$1,068,434 |
| Incremental Meal Credits | |

CONCESSION SERVICES AGREEMENT HARBOR-UCLA MEDICAL CENTER

AMENDMENT NO. 13

| | THIS AMENDMENT is made and | entered into to this day |
|------|----------------------------|--|
| of _ | , 2010, | |
| | by and between the | COUNTY OF LOS ANGELES (hereafter "County"), |
| | and | MORRISON MANAGEMENT SPECIALISTS INC., dba MORRISON HEALTH CARE, INC. |

WHEREAS, County owns and operates the facility known as Harbor-UCLA Medical Center located at 1000 West Carson Street, Torrance, California 90509, hereinafter referred to as "Medical Center"; and

WHEREAS, the Board of Supervisors is authorized by the provisions of Government Code Section 25536 to grant concessions therein that are consistent with the governmental purposes served thereby; and

WHEREAS, Concessionaire is willing to exercise the grant of such a concession in accordance with the terms and conditions prescribed therefore;

NOW, THEREFORE, in consideration of the mutual promises, covenants and conditions set forth herein, the parties hereby agree as follows:

- 1. This Amendment shall become effective January 1, 2010.
- 2. Subparagraph 3.01 of Paragraph 3, <u>TERM</u> of Agreement shall be replaced to read as follows:
 - "3.01 The term of the concession shall commence on May 9, 2000, and shall continue in full force and effect to and including March 31, 2010, unless sooner canceled or terminated as provided herein."
- 3. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

Director of Health Services and Contractor has caused this

Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

| C | COUNTY OF LOS ANGELES |
|--|--|
| E | John F. Schunhoff, Ph.D. |
| | Interim Director |
| | MORRISON MANAGEMENT SPECIALISTS, INC., Aba MORRISON HEALTH CARE, INC. |
| | Contractor |
| _ | Signature |
| E | Ву |
| | Printed Name |
| Т | Title |
| | (AFFIX CORPORATE SEAL) |
| | |
| APPROVED AS TO FORM BY THE OFFICE OF THE COUNT | TY COUNSEL |
| By: | |
| County Counsel | |
| | |

AGREEMENT FOR DIETARY SERVICES HIGH DESERT HEALTH SYSTEM

AMENDMENT NO. 7

| | THIS AMENDMENT is made and enter | red into to this <u>1st</u> day | |
|----|----------------------------------|---|--|
| of | December , 2010, 09 | | |
| | by and between the | COUNTY OF LOS ANGELES (hereafter "County"), | |
| | and | MORRISON MANAGEMENT SPECIALISTS INC., dba MORRISON HEALTH CARE, INC. (hereafter "Contractor"). | |

WHEREAS, reference is made to that certain document entitled "AGREEMENT FOR DIETARY SERVICES", dated May 29, 2001, and further identified as County Agreement No.73378, and any Amendments thereto (all hereafter referred to as Agreement"); and

WHEREAS, it is the intent of the parties hereto to amend Agreement to extend its term and to make the changes described hereinafter; and

WHEREAS, said Agreement provides that changes may be made in the form of a written amendment which is formally approved and executed by the parties.

NOW, THEREFORE, the parties hereby agree as follows:

- 1. This Amendment shall become effective January 1, 2010.
- 2. Subparagraph 1.1 of Agreement Paragraph 1.0, <u>TERM</u>, shall be replaced to read as follows:

"1.0. TERM:

- 1.1 The term of this Agreement shall commence on May 29, 2001, and shall continue in full force and effect to and including June 30, 2010, unless sooner canceled or terminated as provided herein."
- 3. Monthly payment shall remain the same as referenced in Amendment No. 6, Schedule 7.
- 4. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its

. / /

/

/

/
/

/

Chairman and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF TOS ANGELES

By: Chairman, Board of Supervisors

ATTEST:

SACHI A. HAMAI Executive Officer of the Board of Supervisors of the County of Los Angeles MORRISON MANAGEMENT SPECIALISTS, INC., dba MORRISON HEALTH CARE, INC.

Contractor

Ву: __

Title:

By: Sachelle Smithuman
Deputy

APPROVED AS TO FORM BY THE OFFICE OF THE COUNTY COUNSEL:

By: 8hcm anechma County Counsel

ADOPTED BOARD OF SUPERVISIONS

25

DEC 1 2009

SACHI A. HAMAI EXECUTIVE OFFICER i hereby certify that pursuant to Section 25103 of the Government Code, delivery of this document has been made.

SACHLA, HAMAI Executive Officer

Clerk of the Board of Supervisors

Deouty